



Pete K. Rahn, Director



2007 Missouri Quality Award Winner

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**REQUEST FOR PROPOSAL D609-047-RB
DBE SUPPORTIVE SERVICES PILOT PARTNERSHIP AND
BUSINESS CONSULTATION PROGRAM SERVICES**

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LIST OF ACRONYMS

MHTC	Missouri Highways and Transportation Commission
MoDOT	Missouri Department of Transportation
RFP	Request for Proposals

INTRODUCTION

This Request For Proposal (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). Six (6) copies of each proposal must be mailed in a sealed envelope to General Services Procurement-Attn: Athena Nance, D609-047-RB, Missouri Department of Transportation, 2309 Barrett Station Road, Ballwin, MO 63021 or hand-delivered in a sealed envelope to the to General Services Procurement-Attn: Athena Nance, Missouri Department of Transportation, 2309 Barrett Station Road, Ballwin, MO 63021. Proposals must be returned to the offices of General Services-Procurement no later than 10:00 a.m. CST, December 19, 2008

MHTC reserves the right to reject any and all bids for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

(1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.

(2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MHTC.

(Name and Title)

Date

(E) Clarification of Requirements: Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Athena Nance, Missouri Department of Transportation, 2309 Barrett Station Road, Ballwin, MO 63021, (314) 301-1440 (phone) or Athena.Nance@modot.mo.gov (email). All written questions must be addressed to Athena Nance no later than **10:00 a.m., CST, December 1, 2008, RFP D609-047-RB**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for vendors to retrieve. It is the sole responsibility of the Offeror to check for any and all addendums throughout the RFP process.

(F) RFP Schedule Of Events: The following RFP Schedule of Events represents MoDOT's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 7:30 am and 4:00 pm Central Standard Time.

MoDOT reserves the right at its sole discretion to expand this schedule, as it deems necessary, without any notification except for the deadline date for submitting a bid.

Event	Date	Time
MoDOT Issues RFP	November 19, 2008	10:00 a.m.
Deadline for Written Comments	December 3, 2008	10:00 am
Deadline for MoDOT Issuing Responses to Written Comments	December 10, 2008	4:30 pm
Deadline for Submitting a RFP	December 19, 2008	10:00 am
Interviews & Oral Presentations of Short List	December 29, 2008	TBA
Recommendation of Award	December 29, 2008	4:00 pm
Notification to Non-Awarded Vendors	December 30, 2008	4:00 p.m.
Contract Effective Date	January 5, 2009	8:00 am

**SECTION (2):
SCOPE OF WORK**

(A) Services: The Offeror shall provide professional services relating to the Disadvantaged Business Enterprises (DBE) Supportive Services Pilot Partnership Program and Business Consultation Program.

The Offeror will provide to the General Services Procurement Unit six (6) copies of a program proposal which will include the following:

Develop and implement the “DBE Supportive Services Pilot Partnership Program” and the “Business Consultation Program.”

(B) Specific Requirements:

1. DBE Supportive Services Pilot Partnership Program

OVERVIEW

The DBE Supportive Services Pilot Partnership Program will provide a variety of services specific to the needs of each firm participating. The program will coordinate a targeted approach to assist DBE firms to increase their capacity and business acumen in specific and measurable areas over a two-year period outlined by MHTC and the MHTC administrator.

Thirty firms (30) statewide will be sponsored for this program. (The firms will be selected at the discretion of the MHTC administrator.) The firms participating in this initiative will be placed into two groups, developmental and transitional. This grouping is in accordance with the DBE Business Development Program Guidelines in 49 CFR Part 26, Appendix C. Firms selected to participate will be divided into one of the groups based on the firm’s business development needs as determined by MHTC. For purposes of this initiative, firms in the development stage will meet the following criteria:

1. At least one year experience as a certified DBE in the firm’s home state.
2. Demonstrated interest in working on MHTC contracts as evidenced by consistently bidding on MHTC work.
3. In good standing on all tax obligations.
4. A member of an under-utilized group related to the state MHTC’s DBE participation.

5. An established business structure including an internal bookkeeping system, marketing materials, and office administration structure.

Additionally, DBE firms in the transitional phase of development are those firms meeting the following criteria:

1. At least three years experience as a DBE.
2. Gross revenues in excess of \$250,000/year.
3. Profitable operations in at least two of the previous three years.
4. Capable of providing annual financial statements.
5. In good standing on all tax obligations.

While these criteria above represent the basic requirements for firms participating in this initiative, the MHTC will have the authority to adjust the criteria to meet the objectives of this program. The Offeror will be responsible for coordinating with MHTC administrator monthly meetings to determine if all criteria have been met in conjunction with this program.

The Offeror will be responsible for working with these firms to provide all the necessary tools to succeed. Therefore, the Offeror must have past experience in servicing firms in both the developmental and transitional stages.

SCOPE OF SERVICES

The Offeror shall enroll thirty (30) DBE firms sponsored (by MHTC) to participate in the Pilot Partnership Program with the following regional breakdown: ten (10) DBE firms in the western region; eight (8) DBE firms in the central region; twelve (12) DBE firms in the eastern region.

A. The Pilot Partnership Program is a statewide initiative using the Kaufmann Foundation's FastTrac training module. The Offeror shall provide FastTrac training or an approved equivalent to the thirty (30) firms sponsored to participate.

- i. The Offeror must present the training curriculum (including course outlines and credentials of the trainer or trainers.) The MHTC administrator must approve the submitted curriculum and proposed trainers prior to contract award.
- ii. As part of the training curriculum, the Offeror must identify and present an assessment tool model that will yield a business improvement plan and a comprehensive business plan on behalf of the firms sponsored to participate.

B. The Offeror shall provide program participants with individualized assistance and business coaching that will support and enhance the business development training.

2. Business Consultation Program

OVERVIEW

Firms that are certified as DBEs by the Missouri Regional Certification Committee with the MHTC as its parent agency will be eligible to receive two (2) one-on-one business consultation hours in each of nine (9) business assistance categories through the Business Assistance Centers' (eastern, central and western regions) "Business Consultation Program

An Offeror will be hired to manage the Business Consultation Program, under MHTC guidelines, in which case said Offeror will administer services from external providers (a pool of business analysts).

The following is a list of services The Offeror must provide in the Business Consultation Program. Others may be added as needs arise.

1. Joint Venturing/Teaming Assistance
2. Business Planning Assistance/Business Coaching
3. Financial Assistance (loan application packaging)
4. Bonding Assistance (bonding application packaging)
5. Marketing Assistance (presentation skills and materials)
6. Technical Assistance Program (bidding/estimating and project management training)
7. Accounting System and Financing Reporting Assistance
8. Safety and Operations Training
9. Limited Legal Assistance (contracts, legal structure)

The Offeror must have demonstrated experience in servicing firms in a business consultation capacity. The Offeror will also be responsible for marketing the consultation services to MHTC certified DBEs.

SCOPE OF SERVICES

A. The Offeror will coordinate, implement, manage and market (targeting eligible DBEs) the Business Consultation Program; which will administer one-on-one consultation services from external providers (a pool of business analysts) to MHTC certified DBEs. The Offeror will provide a minimum of two (2) hours of consultation each in the following nine (9) business assistance categories:

1. Joint Venturing/Teaming Assistance
2. Business Planning Assistance/Business Coaching
3. Financial Assistance (loan application packaging)
4. Bonding Assistance (bonding application packaging)
5. Marketing Assistance (presentation skills and materials)

6. Technical Assistance Program (bidding/estimating and project management training)
7. Accounting System and Financing Reporting Assistance
8. Safety and Operations Training
9. Limited Legal Assistance (contracts, legal structure)

B. The Offeror will submit a plan of implementation (which will include key personnel, proposed service providers/business analysts, a detailed description of the business assistance categories consulting services, and budget); a marketing plan {targeting eligible DBEs}; and a production schedule (which will include timetables, tasks and milestones) for the Business Consultation Program.

- i. The MHTC administrator must approve the plan of implementation, the marketing plan and the production schedule prior to contract award.

3. Goals and Performance Measures

Gauging the success of this program is critical, and therefore goals and performance measures are an important component of this initiative.

Goal 1: The Offeror will meet with the MHTC Administrator during the initial start-up period to confirm progress report schedules and formats, production update meetings and meeting minutes and/or other project management tools that the Offeror will need to implement on behalf of the **DBE Supportive Services Pilot Partnership Program** and the **Business Consultation Program**.

- **Performance Measure:** The Offeror must provide a progress report schedule and format (for the term of the contract,) a production update meeting schedule and sample meeting minutes format with method of transmittal (Email preferred,) and additional tools/recommendations for effective and efficient project progress management to the MHTC Administrator thirty (30) days after contract award for the **DBE Supportive Services Pilot Partnership Program** and the **Business Consultation Program**.

The Offeror may provide a narrative describing how each goal and accompanying performance measures will be achieved. The narrative may include, but not be limited to exhibits, samples, recommendations, etc.

Goal 2: The Offeror shall provide targeted and customized business development assistance to select DBE firms in underutilized areas of DBE participation through the **DBE Supportive Services Pilot Partnership Program**.

- **Performance Measure:** The Offeror shall enroll up to thirty (30) DBE firms in the program with the following regional breakdown: ten (10) DBE firms in the western

- region; eight (8) DBE firms in the central region; twelve (12) DBE firms in the eastern region: The Offeror will notify DBEs of their sponsorship, confirming their consent to participate or documenting their decline to participate, and securing a letter of commitment from each confirmed participant. The Offeror must present copies of written notices sent to DBEs sponsored; a report of DBEs declining to participate; and copies of letters of commitment from DBE participants to the MHTC Administrator forty-five (45) days after contract award.
- Performance Measure: The Offeror shall assure that each firm in the program participates in an assessment tool that yields a business improvement plan outlining short and long term strategies for business growth:
 - The Offeror will present a written assessment tool and a written sample business improvement plan to be used on behalf of DBEs participating in the Pilot Partnership Program. The Offeror will submit the assessment tool and business improvement plan to the MHTC Administrator sixty (60) days after contract award.
 - The Offeror will submit written final assessment tools and business improvement plans for each of the thirty (30) DBE participants in the Pilot Partnership Program. The Offeror will submit the assessment tools and business improvement plans to the MHTC Administrator ten (10) months after contract award
 - Performance Measure: The Offeror shall provide resources to address items identified in the business improvement plan for each firm participating in the Pilot Partnership Program, ensuring that each firm in the program has a comprehensive business plan and the financial documents necessary to apply for financing or a surety bond:
 - The Offeror will submit a written sample business plan to be used on behalf of DBEs participating in the Pilot Partnership Program. The Offeror will submit the business plan to the MHTC Administrator sixty (60) days after contract award.
 - The Offeror will submit a written report outlining the resources they anticipate using to address items of improvement identified in the business improvement plan. The Offeror will submit this report to the MHTC Administrator sixty (60) days after contract award.
 - The Offeror will submit final business plans for each of the thirty (30) DBE participants in the Pilot Partnership Program. The Offeror will submit the business plans to the MHTC administrator twenty-three months (23) after the contract award.

The Offeror may provide a narrative describing how each goal and accompanying performance measures will be achieved. The narrative may include, but not be limited to exhibits, samples, recommendations, etc.

Goal 3: The Business Consultation Program shall strive to increase the capacity of DBE firms participating in the program in the areas of bonding, financing and business

planning, marketing and technical assistance. The Offeror shall document its efforts to market the program to eligible DBEs; the number of eligible DBEs requesting consultation through the program; and the type of consultation provided to DBEs through the program.

- Performance Measure: The Offeror shall design and implement a record-keeping system (log) that will document the number of eligible DBE firms solicited to participate in the Business Consultation Program. The Offeror shall also document the responses of those solicited; and the type of assistance (including number/amount of consulting hours granted) provided to each firm receiving assistance. The Offeror must submit a sample of the record-keeping system thirty (30) days after contract award.
- Performance Measure: The Offeror shall document the number of firms requesting assistance from the Business Consultation Program. The Offeror shall submit this log on a monthly basis, commencing ninety (90) days after contract award.
- Performance Measure: The Offeror shall document the number of firms receiving assistance and the type of consultation provided (along with total consultation hours) (. The Offeror shall submit this log on a monthly basis, commencing ninety (90) days after contract award.

The Offeror may provide a narrative describing how each goal and accompanying performance measures will be achieved. The narrative may include, but not be limited to exhibits, samples, recommendations, etc.

Goal 4: The Offeror, in conjunction with MHTC, shall strive to increase DBE participation in the state on behalf of those participating in the Pilot Partnership Program and the Business Consultation Program.

- Performance Measure: The Offeror shall design and implement a record-keeping system (log) that will document the number of bids/requests for proposals submitted by, and the number of bids/requests for proposals won by DBE firms participating in the Pilot Partnership Program and the Business Consultation Program. The Offeror must submit a sample of the record-keeping system thirty (30) days after contract award.
- Performance Measure: The Offeror shall document the number of bids/requests for proposals submitted by DBE firms participating in the Pilot Partnership Program during the two-year program period. The Offeror shall submit this log on a quarterly basis, commencing ninety (90) days after contract award.
- Performance Measure: The Offeror shall document the dollar amount and number of bids/requests for proposals won by firms participating in the Pilot Partnership

Program. The Offeror shall submit this log on a quarterly basis, commencing ninety (90) days after contract award.

- Performance Measure: The Offeror shall document the number of bids/requests for proposals submitted by DBE firms participating in the Business Consultation Program. The Offeror shall submit this log on a quarterly basis, commencing ninety (90) days after contract award.
- Performance Measure: The Offeror shall document the dollar amount and number of bids won by firms participating in the Business Consultation Program. The Offeror shall submit this log on a quarterly basis, commencing ninety (90) days after contract award.

The Offeror may provide a narrative describing how each goal and accompanying performance measures will be achieved. The narrative may include, but not be limited to exhibits, samples, recommendations, etc.

Goal 5: The Offeror shall strive to increase the capacity of DBE firms participating in the program by diversifying areas of work for individual firms participating in the Pilot Partnership Program and those receiving assistance from the Business Consultation Program.

- Performance Measure: The Offeror shall design and implement a record-keeping system (log) that will document the number of DBE firms who have expanded their North American Industry Classification System (NAICS) code by one or more service/product; and the type of service/product that comprises that expansion on behalf of participants in the Pilot Partnership Program and those receiving assistance from the Business Consultation Program. The Offeror must submit a sample of the record-keeping system thirty (30) days after contract award.
- Performance Measure: The Offeror shall document the NAICS code expansion on behalf of firms participating in the Pilot Partnership Program. The Offeror shall submit this log on a quarterly basis, commencing ninety (90) days after contract award.
- Performance Measure: The Offeror shall document the NAICS code expansion on behalf of firms participating in the Business Consultation Program. The Offeror shall submit this log on a quarterly basis, commencing ninety (90) days after contract award.

The Offeror may provide a narrative describing how each goal and accompanying performance measures will be achieved. The narrative may include, but not be limited to exhibits, samples, recommendations, etc.

4. Additional Considerations:

In addition to the above goals and measurements of the program, the Offeror shall consider the items below:

a. There is a Not to Exceed (NTE) budget of \$300,000 for the start-up period, contract and reporting periods of the contract (January 1, 2009-April 30, 2011 (24 months)) which covers all cost associated with Central, Western and Eastern Regions. Therefore, the Offeror must use innovative and cost efficient strategies; particularly, as they relate to the consultant fees and overhead of the Pilot Partnership and the Business Assistance Centers' Business Consultation Program, i.e., virtual services, partnership with existing resources, etc.

b. Staffing. The MHTC will have sole discretion to approve consultant staff specific to the Pilot Partnership, trainers, facilitators, other business consultant(s), and service providers.

c. The Pilot Partnership Program is a statewide initiative using the Kaufmann Foundation's FastTrac training module. The Offeror shall be able to provide FastTrac training or an approved equivalent. The Offeror must ensure staff is fully trained at his own expense.

5. Performance Period:

The Pilot Partnership initiative will last for 24 months based upon a 2-year curriculum. The Business Assistance Centers' Business Consultation Program will last for 12 months, with an option for extension based upon favorable performance. Additionally, the MHTC will require two months to implement the program and 60 days at the end of the program to report the final results. The comprehensive nature of this program requires sufficient time to assess and develop the firms in the program. The program timeline for the initiative is as follows:

Jan 5 – Feb 28, 2009 (2 months)	March 1, 2009 – Feb 28, 2011 (24 months)	March 1 – April 31, 2011 (2 months)
Program Start-up: <ul style="list-style-type: none"> • Consultant/technical service providers selection • Identification and start-up of BACs/Business Consultation Program 	Program Delivery	Program Closeout: Final report and briefing

6. Reporting Requirement:

The Offeror selected to manage the program will submit a monthly report detailing the services provided and ongoing progress toward the performance measurements of the program. As previously stated, The MHTC Administrator of the project will instruct the vendor on how reports are to be prepared during the initial start-up period. The MHTC Administrator will analyze the reports in order to make adjustments when necessary.

The MHTC Administrator will report the accomplishments of the program to FHWA on a semi-annual basis throughout the program period. The MHTC Administrator will prepare the report using the guidance provided by FHWA in regards to reporting the use of DBE Supportive Services funds. A final report will be submitted within 60 days of the end of the project.

1. Monitoring and Evaluation:

The MHTC Administrator will conduct monthly meetings in person or by teleconference during the program period to direct and monitor the program to ensure its success. The MHTC Administrator will review the monthly reports of the consultant managing the program. Detailed information will be available to access the progress of the program toward the performance measurements.

8. Conclusion

The DBE Supportive Services Pilot Partnership creates a new approach to the delivery of Supportive Services to DBE firms. This approach is based on a thorough analysis of the needs of a firm before the delivery of services, and a comprehensive plan for the development of the firms over a two-year period. **The MHTC** is confident that this initiative will produce true “success stories” of DBE firms that have experienced measurable growth and new measures accomplishment as a result of this program. While this initiative is viewed as a pilot, it is hoped that this model will become a standard among other state DOT agencies in the future.

The DBE Supportive Services Business Assistance Centers’ Business Consultation Program provides meaningful business development assistance based upon the individualized need of a DBE firm through one-on-one interactions with experts. The state transportation agencies in Texas, Kansas, Illinois and Mississippi likewise administered this type of program and find it successful.

9. Payment and Invoicing Requirements:

a. Invoicing: The Offeror shall submit a monthly itemized invoice, to the address stated below, for providing consulting services in accordance with the provisions and requirements stated elsewhere herein. The Offeror must include the price per month, contract number, location, and dates of service on each monthly invoice.

External Civil Rights Office

Missouri Department of Transportation
Attn: Tracy Rackers
P.O. Box 270
1617 Missouri Blvd.
Jefferson City, MO 65102

b. Payment: The Offeror shall be paid monthly from the total amount specified on the Pricing Page of this RFP for consulting services actually provided. Additionally, MHTC reserves the right to make payment up to thirty (30) days after the receipt of the invoice. During the Offeror initial started-up period, the MHTC Administrator will advise the Offeror on how to appropriately itemized invoices for payment.

10. REGIONAL BREAKDOWN INFORMATION – MHTC reserves the right to award to multiple vendors. If MHTC awards to multiple vendors, it could be awarded by the following regional breakdown information or area specific training:

DBE Supportive Services RFP – Proposed Regional Areas

CENTRAL REGION (MODOT DISTRICTS)

➤ 5 {CENTRAL}, 2 {NORTH-CENTRAL}, 8 {SPRINGFIELD AREA}, AND 9 {SOUTH CENTRAL}

WESTERN REGION (MODOT DISTRICTS)

➤ DISTRICTS 1 {NORTHWEST}, 4 {KANSAS CITY AREA}, AND 7 {SOUTHWEST}

EASTERN REGION (MODOT DISTRICTS)

➤ DISTRICTS 3 {NORTHEAST}, 6 {ST. LOUIS AREA}, AND 10 {SOUTHEAST}

Tentative regional Supportive Services Pilot Partnership and Business Assistance Center Locations (Needs Analysis results and other ECR certification data may alter these locations.

CENTRAL REGION

COLUMBIA/JEFFERSON CITY
MACON
SPRINGFIELD
WILLOW SPRINGS

WESTERN REGION

ST. JOSEPH
KANSAS CITY
JOPLIN

EASTER REGION

HANNIBAL
ST. LOUIS
SIKESTON

(C) Administration of Program: The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

**SECTION (3):
AGREEMENT REQUIREMENTS**

The following contract provisions shall govern this RFP. The award of this RFP is subject to a post-award contract. These same contract provisions will appear in the post-award contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's External Civil Rights Administrator is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the External Civil Rights Office. As the work of the Offeror progresses, the Offeror shall make advice and information on matters covered by the Agreement available to the External Civil Rights Office throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or innovation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the Standard Solicitation Provisions that are attached to this RFP, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.

(G) DBE/WBE Participation Encouraged:

1. Offerors are encouraged to submit copies of existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offeror. MHTC reserves the right to consider the use of minority and female employee when making the award of the Agreement.
2. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors, sub-offerors, or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.

(H) Nondiscrimination: The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).

(I) Executive Order: The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

(J) Incorporation of Provisions: The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(K) Bankruptcy: Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.

- (L) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (M) **Cancellation:** MHTC may cancel the Agreement at any time by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (N) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (O) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (P) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (Q) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (R) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (S) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no

**SECTION (4):
PROPOSAL SUBMISSION INFORMATION**

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Athena Nance as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Athena Nance, Missouri Department of Transportation, 2309 Barrett Station Road, Ballwin, MO 63021, (314) 301-1440 (phone) or Athena.Nance@modot.mo.gov (email). All written questions must be addressed to Athena Nance no later than **10:00 a.m., CDT, December 1, 2008**. Once all the questions are gathered, MoDOT will issue an addendum and post the responses to all questions on-line for **Offerors** to retrieve.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves.
2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each sub-offeror, if any, and complete contact information for that subOfferor.

3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:¹
 - A. Experience, expertise and reliability; 25%
 - B. Proposed Method of Performance; 20%
 - C. Cost, Fees and Expenses; 30%
 - D. Recommendations from references; 10%
 - E. The affirmative action program of the Offeror; 10%
 - F. Overall clarity and quality of proposal; 5%
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal that must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):
PRICE PAGE**

- (A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein. The Offeror shall provide a firm, fixed price in the table below, for the original contract period and a maximum price per each potential renewal period for providing DBE Supportive Services Pilot Partnership Program Services and the Business Consultation Program Services. All costs associated with providing the required services must be included in the stated prices. **Keep in mind this proposal has a “Not to Exceed” (NTE) budget of \$300,000 for both programs listed below for the entire contract (January 1, 2009-April 30, 2011).**

Central Region Total Cost	\$ _____
Western Region Total Cost	\$ _____
Eastern Region Total Cost	\$ _____

(B) **RENEWAL INFORMATION:**

Renewal Option Period: In the event that MHTC exercises its options to renew the contract for one (1) additional Two-year period pursuant to the applicable provisions outlined in this document, the Offeror shall provide below the maximum percentage of increase or maximum percentage of decrease for the renewal period. The Offeror is cautioned the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Offeror is advised the MHTC does not automatically grant increase at the time of renewing the contract and if an increase is requested, documentation of need must be provided at the time of renewal.

Vendor agrees to a first renewal period 2011-2012 of this price agreement:

Yes ___ No ___
_____ % of maximum increase _____ % of maximum decrease

Vendor agrees to a second renewal period 2012-2013 of this price agreement:

Yes ___ No ___
_____ % of maximum increase _____ % of maximum decrease

(Signature/Title)

(Date)

EXHIBIT B

PROFESSIONAL AND ADMINISTRATIVE STAFF

BACKGROUND AND EXPERTISE

(Duplicate this page, or supply the information it requests, for each professional and administrative staff member who will be assigned to perform or supervise work under the Agreement.)

STAFF MEMBER

(Name)

(Title or Position)

Specific Role in this Contract Work: _____

Experience/Previous Related Work Assignments: _____

Educational Qualifications: _____

Previous Government Experience: _____

References:

Name	Title	Address	Telephone
1.			
2.			
3.			